

# Intellectual Property Policy

Author: Mark Evans

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THE GLOBAL CENTRE OF  
EXCELLENCE FOR GLASS  
IN R&D, INNOVATION AND TRAINING

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## Executive Summary

This IP Policy outlines the principles that Glass Futures Ltd. (GFL) propose to manage Intellectual Property (IP).

GFL will ensure that, where possible, all discussions are covered by NDAs. Background IP brought into GFL and New IP generated through GFL activities will be captured and recorded into the Glass Futures IP Asset register, the access to which will be controlled.

GFL primarily aims to help members develop and secure their IP. GFL will only choose to hold IP if no other party wishes to hold it or where it is developed by GFL (eg. on projects funded solely by membership fees), in which case the IP will be held for the benefit of GFL's members.

Where GFL chooses to own IP, decisions on how IP will be managed and exploited will be the responsibility of the GFL Technical Steering Committee (the formal management committee within Glass Futures responsible for strategic decision making), who will endeavour to ensure that GFL IP is made accessible to Members on fair, reasonable and non-discriminatory principles where possible taking account of comparable licences, market practice and level/duration of membership. Members will get preferential access to IP over non-members.

All activities during which IP could be created will fall into one of the following areas:

- 1. Contract activity carried out for a Customer (ie work for hire):** The Member/s or External Customer/s funding the work owns all Foreground IP generated within the scope of the commercial contract.
- 2. Collaborative activity (eg grant-funded projects or projects where GFL undertakes work at below-commercial rates):** Bespoke Collaboration Agreements (CA) will be agreed by the Project Consortium for each collaborative project undertaken with GFL. Foreground IP will be owned and/or licensed in accordance with the CA.
- 3. Core funded activity (ie 100% funded by GFL):** Foreground IP developed is owned by GFL and made available to Members and third parties in a manner that satisfies the aims and objectives of GFL and its members, at fair, reasonable and non-prejudiced rates. Higher Tier members may be offered favourable terms and/or preferential access or exclusivity to IP licenses.
- 4. IP Generated outside of funded projects (eg workshops, seminars, training activities):** IP will be owned by the party or individual/s involved in the creation of the IP and all details will be captured in meeting minutes. If ambiguous, it will be assumed that the IP is owned by GFL.

This IP Policy will be reviewed when the Strategic membership offering is launched, which is currently expected to be immediately prior to the opening of the St Helens Pilot facility.

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## Part 1: Definitions

The following terms used throughout this Policy are defined as follows:

**Glass Futures Ltd (GFL):** GFL comprises of a number of Industrial, Academic and 3<sup>rd</sup> party members. The Tiered membership structure is described in the members agreement of Glass Futures.

**GFL Activities:** Any activity that GFL undertakes including Projects, Meetings, Operation of Pilot Facilities and other Development Activities.

**GFL Facilities:** Any equipment or infrastructure owned by GFL

**GFL Member:** Any organisation signed up to Membership of GFL which includes acceptance of GFL's Terms and Conditions, including IP Management and Confidentiality Obligations.

**Intellectual Property (IP):** IP refers to formal intellectual rights including patents, trademarks, copyright and designs and intangibles such as knowledge, know-how, trade secrets etc.

**Background IP:** Background IP (including (but not limited to): specifications, drawings, circuit diagrams, tapes, discs and other computer readable media, documents, techniques and know-how, patents, designs, equipment, materials and chemical compositions) refers to IP belonging to or controlled by participants prior to the commencement of GFL Activities.

**Foreground IP:** Foreground IP refers to IP created by participants within GFL Activities.

**Side-line IP:** Side-line IP refers to IP created independently by participants during the period of a Project, but outside the framework of the Project or engagement with GFL Activities and should be treated as Background IP.

**Collaboration Agreements (CA):** Collaboration Agreements (CA) refer to any agreements or contracts between parties to undertake work with GFL.

**GFL Project Partner:** An organisation involved in a project with GFL, who may or may not be a member of GFL.

**Project Consortium:** A group of organisations undertaking a Project.

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## Part 2: General Principles

- The GFL IP Policy will apply to all GFL activities. The GFL IP Policy does not apply to activities undertaken through existing 'agreements' that GFL has previously entered into either with members or with third parties prior to the introduction of this Policy.
- GFL will ensure all discussions are covered by NDAs where possible, to ensure that all parties are obliged to maintain confidentiality when discussing any form of IP.
- CAs will be established for each project or funded activity undertaken involving GFL, which will outline the IP Management approach agreed between GFL and all Project Partners.
- Background IP owned by GFL members, customers, partners or other third parties, that is essential to the undertaking of GFL Activities, must be clearly identified where possible, acknowledged and treated with the same care and discretion as a Receiving Party uses with its own similar information or IP which it does not wish to disclose. The Project CA will outline how access to Background IP will be granted when necessary, to enable the use and commercialisation, either by GFL or another party, of any Foreground IP developed within GFL Activities.
- GFL will employ commercially reasonable measures to keep all confidential assets confidential. Areas in which confidential assets are kept (be it physical or on the Cloud) will be clearly designated and access to such areas will be controlled. Clearly defined procedures will ensure that all knowledge, equipment, materials and software are handed appropriately or destroyed at the request of the owner of the assets, or at the point where the asset is no longer needed by the GFL.
- Before being allowed to access GFL Facilities or participate in GFL Development projects, all GFL Members and Project Partners will be contractually obliged to agree not to undertake any activities that might constitute as reverse engineering the Background IP of another Party.
- An IP Database will be established by GFL to record all Background IP (owned by GFL members, customers, partners or other third parties) that is relevant to the undertaking and exploitation of GFL Activities. Foreground IP will also be captured in the IP Database. Individual projects may have separate IP Registers that will be kept within the respective Project Consortium, a copy of which should be included within the central GFL IP Database. The GFL IP Database shall be treated as a highly confidential document, with restricted access. Information in the IP Database shall be summary in nature, and failure to identify and record will not cause a participant to lose any Background IP it can demonstrate existed prior to disclosure. Details of Background IP will only be shared with the respective discloser of the Background IP and GFL staff. Third parties will only be provided access to details of Background IP held within the IP Database upon receipt of written permission from the discloser of the Background IP owner.

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- GFL primarily aims to help members develop and secure their IP. GFL will only choose to hold IP if no other party wishes to hold it or where it is developed solely by GFL (eg on 100% membership funded projects), in which case the IP will be held for the benefit of GFL's members.
- Joint ownership of IP (ie the assignment of ownership of the rights) generated through GFL Activities is not considered to be a preferred approach and as such, where possible, GFL will look to assign IP to a single entity and licensed appropriately (which may be a spin-out entity with shared ownership). The detail of licenses and contract agreements fall outside the scope of this IP Policy.
- Where GFL chooses to own IP, decisions on how IP will be managed and exploited will be the responsibility of the GFL Technical Steering Committee (TSC) (the formal management committee within Glass Futures responsible for strategic decision making), who will endeavour to ensure that GFL IP is made accessible to Members (eg through licences, spin-outs or other arrangements) on fair, reasonable and non-discriminatory principles, where possible taking account of comparable licences and market practice. Members will get preferential access to IP over non-members. The TSC will determine whether to hold IP within GFL or whether to transfer it to a separate entity (eg member, spin-out, third-party) on a case-by-case basis.
- At the point that Glass Futures holds IP that it wishes to license, an open commercial framework will be developed that will define how IP will be licensed to members and third parties, taking into account:
  - the nature and extent of the Foreground IP to be licensed, and the scope and duration of the licence
  - the extent to which the licensee directly contributed to the Foreground IP being licensed, by reference to the contribution of all parties to that Foreground IP, membership status and duration of membership
  - royalty rates for each licensee shall be preferential to open-market rates granted to third parties (ie parties not involved in the Project and/or non-Members), although members will get preferential access or exclusivity to non-members
- In the event that GFL resolves not to apply for the grant of a patent or other Intellectual Property registration in respect of the Foreground IP, or resolves to discontinue, divide or abandon such application (whether on the basis of a cost / benefit analysis or due to perceived difficulties in obtaining the desired protection or otherwise), the GFL TSC shall promptly convene a meeting to discuss the implications and steps available in respect of such applications (including any offer by another Party to take over the prosecution and maintenance of such applications).
- GFL shall be permitted to publish, disclose or present (in seminars, symposia, conferences, lectures or similar forums) the results of GFL Activities provided in each case that any such publication does not jeopardise any application for protection of

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any Foreground IPR or the exploitation or planned exploitation of Foreground IPR, and that all terms and conditions set out in the respective CA are adhered to.

- This IP Policy will be reviewed when the Strategic membership offering is launched in 2022.

### Part 3: Allocation of IP ownership for types of funding activity

All activities during which IP could be created will fall into one of the following four areas; the approach taken relating to ownership of Foreground IP for each area is outlined below:

#### 1. Contract activity carried out for a Customer (Work for hire).

**Definition:** Work undertaken by GFL or on GFL Facilities funded fully by a GFL Member(s) or External Customer(s).

The Member(s) and/or External Customer(s) funding the work will own all Foreground IP generated within the scope of the CA. Side-line IP are retained by the Member/Customer. The Customer(s) and/or Member(s) may be asked to grant a limited license to all Foreground IP to GFL to conduct further internal, non-commercial research, subject to negotiation.

#### 2. Collaborative activity

**Definition:** Collaborative projects, which may or may not include grant funding or direct funding from GFL, whereby either cash and/or in-kind funding is provided by more than one GFL Project Partner.

A bespoke CA will be agreed by the Project Consortium for each collaborative project undertaken with GFL. Foreground IP will be owned and/or licensed in accordance with the CA.

#### 3. Core funded activity (ie 100% funded by GFL)

**Definition:** Any research activity or project that is funded solely by GFL funds. Such activities may include in-kind contributions from certain GFL Members supporting the project. Core funded activity may include projects funded by the membership, GFL sponsored PhDs or Postdoc studies, Engineering design studies, results from pilot line trials, or sub-contracted R&D work required to underpin other activities.

A standard CA will be established before the start of each project, to be signed by all parties contributing to the project. Foreground IP developed is owned by GFL and made available to Members and third parties in a manner that satisfies the aims and objectives of GFL at fair, reasonable and non-prejudiced rates. Higher Tier members may be offered favourable terms and/or preferential access or exclusivity to IP licenses.

#### 4. IP Generated outside of funded projects

**Definition:** Any IP arising from activities outside of a defined project and where there is no CA in place (eg workshops, ideation scoping sessions, meetings with third parties, scoping activities for funding bids).

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NDA's will be in place between all parties present in meetings where confidential information might be shared or new IP generated. Participants will use commercially reasonable efforts to identify and record before the meeting any Background IP they know will be brought to or raised during the discussions (provided that such record may be summary in nature, and failure to identify and record will not cause a participant to lose any Background IP it can demonstrate existed prior to such meeting) . Any new Foreground IP, or Background IP not previously identified, will be highlighted immediately and captured in the meeting minutes, stating who brought the new IP to the table; if ambiguous, it will be assumed that the IP is owned by GFL. New IP will be incorporated into the GFL IP Asset register.

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